

City Survey No. : 5842 to 5861
Survey No. : New 4 (Old 229)
Hissa No. : 6 Part
Revenue Village : Navagaon
Area of flat : 612 Sq.ft. Carpet
Agreement Value : ₹ 90,00,000/-

AGREEMENT FOR SALE

As on dtd. _____ day of February 2024

BETWEEN

**Mr. RAJESH BALIRAM RANE
Mrs. SUVARNA RAJESH RANE**

TRANSFERORS

AND

**Mr. GOURAV GUNANIDHI HIRVE
Mrs. DHANASHRI GOURAV HIRVE
(Nee DHANASHRI JAGANNATH BHAMBURE)**

TRANSFEREES

This agreement for sale of self-contained Residential Flat made and entered into at Dombivli, Dist. Thane on _____ **day of February 2024.**

BETWEEN

(1) Mr. RAJESH BALIRAM RANE adult, aged 52 years, Occupation: Service, and **(2) Mrs. SUVARNA RAJESH RANE** adult, aged 46 years, Occupation: _____, both Indian Inhabitant, both residing at Flat No. 903, 9th Floor, Pragati Residency CHS Ltd., Navapada, Near Ambe Mata Mandir, Dombivli (West), Dist. Thane 421202, hereinafter called as the **TRANSFERORS** (which expression shall mean & include all their legal heirs, representatives administrators, executors, successors in interest, survivors & assigns) the Party of **THE FIRST PART;**

AND

(1) Mr. GOURAV GUNANIDHI HIRVE adult, aged 37 years, Occupation: Service, and **(2) Mrs. DHANASHRI GOURAV HIRVE (Nee DHANASHRI JAGANNATH BHAMBURE)** adult, aged 36 years, Occupation: Service, both Indian Inhabitant, both residing at Malwadi, Shiposhi, Ratnagiri, Maharashtra 415 802, hereinafter called as the **TRANSFEREES** (which expression shall mean & include all their legal heirs, representatives, administrators, executors, successors in interest, survivors & assigns) the Party of **THE SECOND PART;**

WHEREAS

1. The Transferors are the members of the PRAGATI RESIDENCY Co-operative Hsg. Soc. Ltd., duly formed, registered and incorporated under the provision of Maharashtra Co. Op. Hsg. Society Act 1960 bearing Registration No. TNA / DOM / HSG / (TC) / 29651 / 2017 dated 24/05/2017, by virtue of the Share Certificate No. 33 (Share No's 321 to 330 both inclusive) registered in their favour, by the said society situated at Navapada, Near Ambe Mata Mandir, Dombivli (West), Dist. Thane 421202.
2. The Transferors are the absolute owners of the said flat No. 903 and are holding possession and enjoying the said flat as the *bona fide* Member of the PRAGATI RESIDENCY Co. Operative Housing Society Ltd., duly registered as indicated above.
3. As per agreement for sale dated 19/09/2013 executed with M/s. Pragati Enterprises, therein called the Promoter of the one part and Transferors herein, therein called the Flat Purchaser of the other part. The Transferors have purchased flat No. 903 herein and have acquired the rights, title, interest and possession in respect of the said flat.

4. The above said agreement is duly registered at the office of the Sub-Registrar office Kalyan - 3, with Document No. 3901 dtd.19/09/2013.
5. The Transferors has clearly indicated to the Transferees that the Transferors has not mortgaged the said flat and has not created any encumbrances on the said flat and his title to the said flat is clear, marketable and free from all reasonable doubts and encumbrances.
6. The Transferors have agreed to sell and the Transferees have agreed to buy and acquire all rights, title and interest of the Transferors in the said flat together with the permanent hereditary and absolute rights of use and occupation of the said flat for total consideration of ₹ 90,00,000/- (Rupees Ninety Lakhs Only).
7. Relying upon the representations made by Transferors, the Transferees are desirous of buying the said flat No. 903, along with the said shares mentioned above of the said PRAGATI RESIDENCY Co. Op. Hsg. Soc. Ltd.
8. The Transferees have offered to purchase the said flat No. 903 on 9th floor in the building known as PRAGATI RESIDENCY Co. Op. Hsg. Soc. Ltd., situated at Navapada, Near Ambe Mata Mandir, Dombivli (West), Dist. Thane 421202, admeasuring 612 Sq.ft. Carpet area + 28 Sq. ft. Terrace = (59.46 Sq. Mtr.) from the Transferors for a total consideration of ₹ 90,00,000/- (Rupees Ninety Lakhs Only).
9. The Transferors and the Transferees have agreed to approach the said PRAGATI RESIDENCY Co-operative Housing Society Ltd., to admit the Transferees as its members in place of the Transferors, subject to completion and fulfilment of all requirements and formalities on the part of the Transferors as well as Transferees.
10. The said PRAGATI RESIDENCY Co- Op. Hsg. Soc. Ltd., has issued its No Objection Certificate to the Transferors to sell the said flat to Mr. Gourav Gunanidhi Hirve & Mrs. Dhanashri Gourav Hirve (Nee Dhanashri Jagannath Bhambure) - the Transferees

NOW, THEREFORE, THIS INDENTURE WITNESSETH AS UNDER:

1. The Transferors agrees to sell and transfer to the Transferees forever and absolutely in favour of the Transferees, the self-contained flat No. **903**, on the **9th floor** with area of **about 612 Sq.ft. Carpet + 28 Sq. ft. Terrace = (59.46 Sq. Mtr.)** in the building known as **PRAGATI RESIDENCY** Co- Op. Housing Society Ltd. situated at Navapada, Near Ambe Mata Mandir, Dombivli (West), Dist. Thane 421202, Reg. No. TNA / DOM / HSG / (TC) / 29651/2017 dated 24/05/2017, (hereinafter referred to as the said flat) along with all the rights, title and interest of the Transferors in the said Society and along with ten fully paid up Shares of ₹ 50/- each, bearing Share No. **321 to 330** vide Certificate No. **33** for total consideration of **₹ 90,00,000/- (Rupees Ninety Lakhs Only)**.

2. The Transferees have agreed to pay the said sum of **₹ 90,00,000/-** (Rupees Ninety Lakhs Only) to the Transferors in the following manner :
 - a. ₹ _____/- (**Rupees _____ Only**) paid by _____ dtd. _____ drawn on _____, as a part payment for the purchase of the said flat.
 - b. T.D.S 1% i.e. **₹ 90,000/- (Rupees Ninety Thousand only)** shall be deducted towards Tax Deducted at Source (TDS) under Income Tax Act, as a part payment of the said flat.
 - c. Balance amount of **₹ 80,00,000/- (Rupees Eighty Lakhs Only)** payable within 45 days from registration of this agreement as a full & final payment for the purchase of the said flat. Subject to submission of all original earlier agreements, receipts, documents, papers, vouchers, share certificate relating to the said flat by the Transferors to the Transferees. If in any case the Transferees fails to pay said amount of the flat within the stipulated time period hereinabove stated, the agreement will be cancelled at the discretion of the Transferors. The Transferees will bear all expenses relating to the said agreement cancellation.
3. The Transferees have applied for housing loan to the financial institution for grant of loan and the Transferors will co-operate, with the Transferees for the same, by providing necessary documents, papers required by the financial institution.
4. The Transferors will deliver vacant & peaceful possession of the said flat to the Transferees along with last paid up bill in respect of the outgoing and service charges and electricity charges upon receipt of full consideration under this agreement.
5. The Electric Meter bearing No. **07520882329** and Consumer No. **020018768853** is affixed to the said flat and the Transferors have agreed to transfer the said flat along with the said electric meter & connection to the Transferees and further agrees to sign all the necessary papers for transfer of such electric meter, after execution & completion of this agreement.
6. The Transferors and the Transferees will pay society Transfer fees Equally, which are required to be paid for transfer of share certificate of the said flat in the name of the Transferees.

7. The Transferors have agreed to transfer the said flat alongwith the Property Tax No.: H06016152200 to the Transferee and further agrees to sign all the necessary papers for transfer of such Property Tax after execution & completion of this agreement.
8. The Transferees will bear all expenses towards stamp duty, registration fee and other expenses relating to the said flat transfer.
9. The Transferors does hereby covenant with the Transferees that the Transferors will bear to the said PRAGATI RESIDENCY Co-operative Hsg. Society Ltd., their share of tax and other liabilities such as all taxes, water charges, electricity bill, loan if found due till the actual possession of the said flat. The Transferees will bear the liabilities of paying all dues, taxes and pay other expenses to the PRAGATI RESIDENCY Co- Op. Hsg. Soc. Ltd., with effect from the actual possession of the said flat.
10. On and after the completion of this agreement and its final payment, the Transferors will not have any right, possession, title and/or interest of any nature whatsoever in the said flat / shares and the Transferees will be solely and exclusively entitled to use, occupy possess and enjoy the same without any late, hindrance and /or interference of whatsoever nature by the Transferors or anyone else claiming through or under their behalf in anyway whatsoever and the Transferees will be entitled to deal with the same in such manner as they may desire and think proper.
11. However, in case, any amount found due from the Transferors to any person or liabilities for their share of taxes and/or other liabilities, and dues of any financial institution or bank in connection with the said flat up to the date of this agreement the same will be paid by the Transferors, and in the event of any such amount being recovered from the Transferees, the Transferors will reimburse it to the Transferees and further indemnify and keep indemnified the Transferees of all losses or damages, if any, suffered on the account.
12. The Transferors hereby declares that they have not agreed to sell the said flat to anybody else other than to the Transferees nor have they accepted any earnest money or otherwise from any person whatsoever and that they have not mortgaged or created any third party interest of whatsoever nature in respect of the said flat in favour of any person or persons.
13. Subject to the Transferees paying the price and other dues payable as per terms of this agreement by the Transferees to the Transferors, the Transferors will sign all these transfer forms of the said society before handing over possession of the said flat to the Transferees.
14. The possession of the said flat to the Transferees shall be given at the time of full & final payment of consideration to the Transferors.

15. This agreement shall always be subject to the provisions of the Maharashtra flat Ownership Act (Maharashtra Act No. XLV to 1963) and the rules made there under.

SCHEDULE OF PROPERTY

A residential flat bearing No. 903 on 9th floor, admeasuring 612 Sq.ft. Carpet area + 28 Sq. ft. Terrace = (59.46 Sq. Mtr.) in the building known as PRAGATI RESIDENCY Co-operative Housing Society Ltd. situated at Navapada, Near Ambe Mata Mandir, Dombivli (West), Dist. Thane 421202, consisting of Ground + Stilt +10 floor with lift, constructed on a land bearing City Survey No.:5842 to 5861 Survey No. New 4 (Old 229), Hissa No. 6 Part and of Village – Navagaon, Taluka - Kalyan, Dist.-Thane within the limits of Kalyan Dombivli Municipal Corporation.

In witness whereof, the Transferors and the Transferees have signed this agreement on this **11th day of February 2024.**

Signed & delivered]

By the within named " TRANSFERORS"]

Mr. RAJESH BALIRAM RANE

]

Mrs. SUVARNA RAJESH RANE

In the presence of _____]

1) _____]

Signed & delivered]

By the within named " TRANSFEREES"]

Mr. GOURAV GUNANIDHI HIRVE

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**Mrs. DHANASHRI GOURAV HIRVE (Nee
DHANASHRI JAGANNATH BHAMBURE)**

[7]

In the presence of _____

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2) _____

RECEIPT

Received with thanks ₹ _____/- (**Rupees _____ Only**) out of which ₹ 90,000/- (Ninety Thousand only) will be deducted towards TDS from **Mr. GOURAV GUNANIDHI HIRVE and Mrs. DHANASHRI GOURAV HIRVE (Nee DHANASHRI JAGANNATH BHAMBURE)** as a part payment of from the total consideration ₹ 90,00,000/- (Rupees Ninety Lakhs Only) for the Sale of flat No. 903 flat on 9th floor admeasuring 612 Sq. ft. Carpet area + 28 Sq. ft. Terrace = (59.46 Sq. Mtr.) in the building known as **PRAGATI RESIDENCY** Co-operative Housing Society Ltd. situated at Navapada, Near Ambe Mata Mandir, Dombivli (West), Dist. Thane 421202 The details of payment are as follows:

Mr. RAJESH BALIRAM RANE

Mrs. SUVARNA RAJESH RANE
(The Transferors)

Witnesses:-

1)

2)